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6	(2	<i></i>	
7	UNITED STATES DISTRICT COURT		
8	NORTHERN DISTRICT OF CALIFORNIA		
9	MARCY AMBAT, et al.,	Case No. C 07-3622 S	SI
20	Plaintiffs,	AMENDED STIPUI OF ACTION WITH	
21	vs.	PURSUANT TO FR	CP 41 AND ORDER
22	CITY AND COUNTY OF SAN	FOR DISMISSAL WITH RETENTION	N OF
23	FRANCISCO, et al.,	JURISDICTION TO DISTRIBUTE SETLLEMENT AMONGST	
24	Defendants.	PLAINTIFFS CMC DATE:	January 22, 2016
25		Time: Judge:	3:00 p.m. Hon. Susan Illston
26		Place:	Courtroom #10 19 th Floor
27			

AMENDED STIPULATION FOR DISMISSAL AND ORDER CASE NO. C 07-3622 SI 04957-18586/7602423.1

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I. STATUS OF CASE AND REQUEST FOR DISMISSAL WITH PREJUDICE 1 2 The parties have agreed to settle this matter. The Settlement Agreement has been fully executed by all plaintiffs that remain in this action and by the Sheriff of San Francisco. The 3 settlement has been approved by the San Francisco Board of Supervisors and the Mayor of San 4 Francisco, and the payments called for by the Settlement Agreement have been made. 5 Paragraph 9 of the Settlement Agreement states that within three (3) court days after both 6 receiving a fully executed copy of the agreement and being notified that the agreement has been 7 approved by the San Francisco Board of Supervisors, plaintiffs will dismiss this action in its entirety 8 and with prejudice by filing a "Stipulated Dismissal With Prejudice" pursuant to FRCP 41. 9 Therefore, pursuant to the Settlement Agreement of the parties, the parties file this stipulated dismissal with prejudice and request that this Court dismiss this action with prejudice. 10 The parties also stipulate that this court will retain jurisdiction for the sole purpose of 11 supervising, if needed, enforcement the provisions of the Settlement Agreement regarding 12 distribution of the settlement award among the individual plaintiffs. 13 DENNIS J. HERRERA City Attorney 14 **ELIZABETH SALVESON** Chief Labor Attorney 15 JONATHAN ROLNICK 16 Deputy City Attorney RAFAL OFIERSKI 17 Deputy City Attorney 18 January 26, 2016 By: /s/ Jonathan Rolnick JONATHAN ROLNICK 19 Attorneys for Defendant CITY AND COUNTY OF SAN FRANCISCO 20 21 QUINN EMANUEL URQUHART & SULLIVAN 22 January 26, 2016 By: /s/ Daniel Bromberg 23 DANIEL BROMBERG Attorneys for Plaintiff JON GRAY 24 25 **MURRAY & ASSOCIATES** 26 January 26, 2016 By: /s/Lawrence D. Murray 27 LAWRENCE MURRAY Attorney for PLAINTIFFS (Except Jon Gray) 28 AMENDED STIPULATION FOR DISMISSAL AND ORDER

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AMENDED STIPULATION FOR DISMISSAL AND ORDER CASE NO. C 07-3622 SI 04957-18586/7602423.1

ORDER ON REQUEST FOR DISMISSAL WITH PREJUDICE

The Court having considered the parties' stipulated Request for Dismissal with Prejudice, GOOD CAUSE APPEARING:

This matter is ordered dismissed with prejudice with each party bearing its own fees and costs as agreed by the parties. Additionally, this court will retain jurisdiction to supervise and if needed enforce the provisions of the Settlement Agreement for distribution of the settlement award to the individual plaintiffs.

January <u>26</u>, 2016

By: United States District Court Judge
District Court of Northern District of California